



FAIRFAX COUNTY
PUBLIC SCHOOLS

AMENDMENT

Department of Financial Services

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

FEB 25 2013

AMENDMENT NO. 6

CONTRACT TITLE: Learning Content Management System and Related Service and Support

CONTRACTOR

Blackboard, Inc.
650 Massachusetts Avenue
Washington, DC 20001-3796

SUPPLIER ID

1000011891

CONTRACT NO.

4400001675

By mutual agreement, contract 4400001675 (previously RQ11-183360-69A) is amended as follows:

1. To incorporate the attached Statement of Work for customizations to provide teachers access to the new search functionality recently deployed outside of Blackboard (eCART).
2. The Integration and Customization Maintenance (ICM) Breakout fees for eCART, as outlined in Blackboard's Cost Proposal, are modified as follows:

July 1, 2013 – June 30, 2014
eCART \$62,553/annually

July 1, 2014 – duration of the Contract
eCART \$30,000/annually

All other pricing, terms and conditions remain the same.

ACCEPTANCE:

BY:

(Signature)

Tess Frazier

(Printed)

February 22, 2013

(Date)

VP of Contracts

(Title)

Ron Hull, CPPO
Acting Director

RAH/mrh

DISTRIBUTION:

FCPS – Information Technology – Jean Welsh
FCPS – Information Technology – Allison Calderon
Contractor

2/25/13
RA

**EXHIBIT TO
BLACKBOARD PROFESSIONAL SERVICES AGREEMENT**

STATEMENT OF WORK

This Work Statement is a preliminary expectation of both Blackboard and Fairfax County Public Schools ("Customer") of the services that may need to be performed. As such it may be modified by a writing approved by the designated project managers of each Blackboard and Customer.

This Statement of Work (SOW) is an attachment to the Professional Services Agreement (PSA), dated July 1, 2011 under contract RQ11-183360-69A, between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

1 Engagement Summary

Fairfax County Public Schools (Customer) is requesting custom functionality to provide teachers access to new search functionality implemented in a system outside of Blackboard (the "new eCART Search system") and for deploying these resources as links inside the Blackboard system to the source content in the external repository. Students (and other users as configured) will then access content with these embedded links. Customer has requested that Blackboard provide Customer with consultants (each a "Consultant") to perform certain services in connection with such project.

2 Overview of Customer / Technical Environment

The Customer is on Blackboard Learn version 9.1 SP7 with Academic Collaboration. They are a Blackboard Managed Hosting Customer.

3 Scope of Services

Based on discussions with the Customer and our derived understanding, Blackboard will deliver the following Services:

3.1 Custom eCART Search Integration Building Block

The scope of the project is to develop a building block that will provide teachers direct access to the enhanced search functionality available in an external search website and will handle the deployment of resources (as links) in the Blackboard system to the content that resides in repositories outside of the Blackboard system. Preliminary mockups that convey the proposed integration building block are included in Appendix A. These mockups document the solution used to scope and price the solution to be delivered under this Statement of Work.

The integration to the new external search website will be based on IMS LTI 1.1 for describing the resources to link to and to launch these resources. With the LTI 1.1 framework, all launches to the external search website (whether to a resource or to another entry point) will be annotated dynamically with the context of the launch (e.g., course, user, role, etc.). This information will likely be used to inform a single sign-on operation or to personalize the search.

• **Teachers (and other users with course roles having privileges to use content authoring tools)**

1. The enhanced external search website will be accessible from the "Build Content" menu as well as a Course Tool.
2. Upon invoking the menu entry or course tool, the Instructor or Course Builder will be forwarded to the external search website; this will be an LTI 1.1 launch and will include the context of the launch (such as user identity, course, role) to enable the external website tool provider to use this information to initiate user provisioning, single sign-on, pull up a search history or profile, etc. The exact parameters to be passed in the LTI 1.1 launch request will be determined and agreed during the design phase of the project.
3. The search experience will be conducted entirely within the new eCART Search system.
4. Once the user has completed his or her selection of resources, he or she will be forwarded back to the Blackboard system with the metadata about the links to be deployed in the course location where the workflow originated.
5. The building block will complete the transaction by installing the corresponding content items as links to the resources selected. Note that the source content will not reside in the Blackboard system in any way (only links).
6. For content items installed as links in the course as described above, the "Edit..." context menu entry will translate into an LTI 1.1 launch to the external system, where activities such as rating, commenting, conducting related searches can take place.

• **Students and Other Users**

1. All content items deployed using the workflow above will invoke the link provided in the metadata when clicked. Links will be launched using the LTI 1.1 standard.

• **Other Requirements**

1. The building block documentation will provide the information needed to support the scripted end-to-end functional and performance testing of the third-party search system. This agreement assumes that end-to-end testing will be conducted by the third party developing the new eCART Search system.

2. The building block will also provide a documented interface to allow the item deployment workflow to be initiated from the third-party system. In this scenario, a user who is not currently logged into FCPS 24-7 Learning will be prompted to login using their FCPS 24-7 Learning credentials.

3.2 Project Management

Project Management facilitates communication within Blackboard and with the Customer related to this engagement, and coordinates Blackboard's activities for this engagement. The goal of Project Management is that project objectives and milestones are met in a timely and cost effective manner. To achieve these outcomes, Blackboard will appoint a Project Manager who will be responsible for the overall engagement delivery, documentation, status reporting, and resource management.

3.3 Customer Requirements / Assumptions

- Will be developed for 9.1 SP7
- Will be based on LTI 1.1 standard. Therefore, it is assumed the search engine will implement the required capabilities for invoking the search, performing single-signon, etc. as defined by the specification.
- Modifications to existing FCPS 24-7 customizations, including the current Resource/SBI Search building block, are not within the scope of this SOW.
- In order to preserve the integrity of the business rules in place in the current FCPS 24-7 Learning authentication process, modification to the existing custom authentication to enable inbound single sign-on for content deployment without an active Bb session is not within the scope of this SOW.
- This SOW does not include modification or replacement of existing course links to eCART resources or migration of the resources themselves.
- FCPS will coordinate any communication and other activities between Blackboard and any external parties.
- FCPS will be responsible for all signoff activities including requirements, interface specifications and user acceptance.

3.4 Deliverables

Blackboard Consulting will provide the following deliverables associated with this project:

- **Requirements Documentation** – Serves as the foundation for system design and development; captures user requirements to be implemented in a new or enhanced system.
- **Interface Specifications** – Documents the exact specifications of how the building block will interact with the third-party search system.
- **System Software and Documentation** – This is the actual software developed to be evaluated in the Testing Phase and signed off for implementation in Production, as well the administrator guide for the building block.
- **User Acceptance Test Plan** – The User Acceptance Test Plan validates that all aspects of the system meet the requirements. The test cases are based on the use cases developed during requirements analysis and are tied to the requirements. They define the scope of Customer testing performed for User Acceptance Testing (UAT).
- **Production Readiness Review & Checklist** - The PRR & Checklist evaluates software to determine if the design is ready for production and if the combined project team has accomplished adequate production planning. The checklist documents the aforementioned process.

3.5 Maintenance Services

The Integration Customization Maintenance ("ICM") service provides Customers with Blackboard Consulting assistance to ensure customizations and integrations are compatible with upgrades. This service will be provided for the following named consulting projects:

- Custom eCART Search Integration Building Block

More specifically, ICM services will provide the following:

- Facilitated Blackboard Consulting support and development assistance for named consulting projects through the application/installation of Updates, Service Packs and "hot fixes" of Blackboard Learn
 - Customization – maintain an existing Blackboard certified customization within the scope of the original solution
- If hosted by Blackboard, continued operation of named consulting projects in the event of a hardware failover or in conjunction with Managed Hosting upgrades and underlying infrastructure changes, excluding Oracle RAC configurations (Managed Hosting Customers only).

Customer Requirements / Assumptions

- Blackboard's ability to respond to and resolve ICM tickets is contingent upon Customer's purchase/availability of a test environment that is comparable to Customer's production environment.

Additional information about the ICM service is contained in Appendix B.

4 Resource Requirements

In order to complete this project, Blackboard proposes the following projected staffing model.

Role	Activities and Responsibilities
QA Analyst	Responsible for quality assurance of the deliverable.
Architect	Owns the delivery of the solution from a technical standpoint and is accountable for the overall quality of the end product. The architect works closely with the project manager to coordinate the implementation, testing and delivery of the solution.
Developer	Responsible for the implementation of the solution.
Technical Manager	Responsible for general oversight of the delivery and as an escalation point for technical delivery issues.
Director	Executive oversight and project quality management
Project Manager	Facilitates communication within Blackboard and with the Customer related to this engagement, and coordinates Blackboard's activities for this engagement

5 Customer Responsibilities

Blackboard's Consulting model assumes active participation from the Customer team. The Customer is responsible for staffing resources on the project that have the necessary functional and technical knowledge to successfully execute required tasks. Specifically:

Role / Skills Needed	During which project phase/service	Level of involvement
Project Manager	Entire Project	Project kick off, planning, coordinating deployment and testing. Coordination with other parties involved in the project.
Functional and Technical Subject Matter Experts	Planning and Requirements Analysis, Testing	Input to and review of requirements and test plan. May also perform testing.
Testers	Testing and Move to Production	Test solution for acceptance.

6 Professional Fees, Expenses and Terms

6.1 Consulting Services Billed on a Fixed Price Basis

This deliverable-based fixed price SOW is valid for thirty (30) days from the prepared date.

Please reference the Service Pricing section 7.1 for professional fees information. Blackboard Consulting rates reflect the role and requisite experience level of the assigned individuals.

Normal consulting hours are from 9 am to 5 pm local time Monday through Friday excluding Blackboard Holidays.

6.2 Integration and Customization Maintenance Services Billed on a Firm-Fixed Price Basis

Integration and Customization Maintenance ("ICM") is an annual maintenance fee for the named service consulting project. ICM for this customization will be included an invoiced in the July 1, 2013 renewal and annually thereafter.

7 Services Pricing

7.1 Consulting Service Fees

The following sets forth the pricing for this SOW. Deliverables will be invoiced upon FCPS acceptance. Payment terms are net thirty (30) days.

The table below lists the cost associated with each of the deliverables that will be created as part of this SOW.

eCART Search Integration Building Block		AS-CUSTDEVEL
Deliverables	Hours by Labor Category	Fees
Requirements Documentation and Interface Specifications	Senior Consultant: 100 hrs x \$160/hr Manager: 48 hrs x \$225/hr	\$ 26,800
System Software and Documentation	Senior Consultant: 360 hrs x \$160/hr Manager: 48 hrs x \$225/hr	\$68,400
Test Plan & Test Cases	Senior Consultant: 60 hrs x \$160/hr Manager: 12 hrs x \$225/hr	\$12,300
Production Readiness Review & Checklist	Senior Consultant: 60 hrs x \$160/hr Manager: 12 hrs x \$225/hr	\$12,300
Total		\$119,800

7.2 Integration and Customization Maintenance Costs

The costs for additional services to be provided on a Firm-Fixed Price basis are detailed below:

Service Name	Product Code	Term	Fees
ICM for Custom eCART Search Integration Building Block	ICM-AS CUSTDEVEL	Annual	\$30,000

ICM will be activated approximately two weeks after go-live of the eCART Search Integration Building Block.

8 Project Timeline

The actual project schedule will be finalized with the Customer's project lead upon project initiation.

9 Change Control

Changes to scope, resources, staffing, or timeline may impact this estimate. In the event a change occurs, the Blackboard Consulting Project Manager will capture and assess the impact and relevant implications through the project Change Control Process. This process will yield a Project Change Request (PCR) document for the Customer's review and consideration. The PCR requires Customer and Blackboard approval to be valid and actionable, if applicable.

10 General Engagement Assumptions

Our approach, timeline, team structure, and professional fees are based on the below assumptions. Variance from these assumptions will be managed through the Change Control Process and may affect the actual schedule and cost of the project.

This SOW Expires 30 Days from the prepared date;

This is a deliverable-based fixed price Statement of Work;

Deliverables will be billed upon Customer acceptance. Payment terms are Net 30 days;

Payment for any software licenses is not contingent on or related to payment or performance for professional services

This agreement covers only the activities as described;

Customer will complete a review of all submitted draft working products, or set of working products, in five business days unless otherwise agreed to in writing;

The Customer shall assign a representative to be the primary point of contact for the Blackboard Project Manager. This representative shall have full authority to make all decisions regarding project scope, overall timeline, and related projects costs, as well as ensuring the necessary Customer project personnel, resources, etc. are available to successfully complete the project(s);

Quality involvement and working products from the Customer are critical to the project's success. To that end, the Customer's representative shall be responsible for coordinating all meetings that involve Customer and third-party contractor staff members, working products, and information requests in a timely fashion;

End User Testing is the responsibility of the Customer;

Customer will schedule and manage appropriate personnel to execute test cases;

Load testing is not required and not within the scope of this engagement;

Working Products are artifacts, used by Blackboard, that demonstrate progress toward a deliverable; however, they are not themselves deliverables;

Travel by Blackboard is not required for this project, (i.e., this work can be accomplished using remote Blackboard resources);

The Customer will bring current all outstanding invoices from previous agreements greater than thirty (30) days, prior to beginning work under this document;

Third-party products and services, except as expressly noted above, Customer will separately procure and provide all third-party products and services in a timely manner to support the Services as defined in this Statement of Work. Blackboard is not responsible for making changes to the configuration or data contained or used in third-party systems, including but not limited to the Customer's student information system

The Customer is responsible for coordinating the development, communication and arbitration activities between the parties involved in the development and implementation of the overall eCART Search solution. An initial response to all coordination issues raised should be provided within 5 business days of notification.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work as of the date written below.

BLACKBOARD



Signature
TESS FRAZIER- VICE PRESIDENT
Print Name and Title

Date: February 12, 2013

CUSTOMER: Fairfax County Public Schools



Signature
Ron Hull, Coordinator, OPS
Print Name and Title

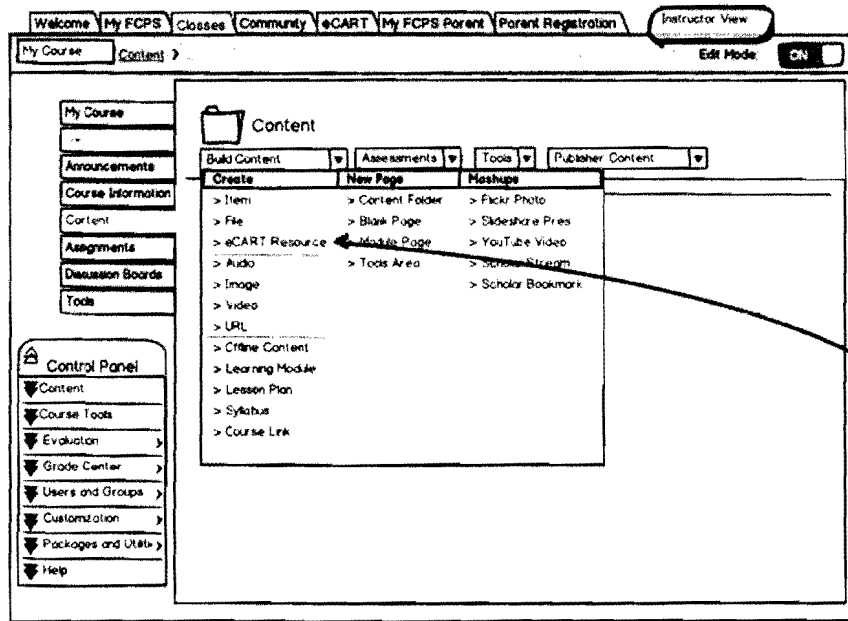
Date: 2/25/2013

APPENDIX A

eCART Search Integration Building Block Mockups

The following mockups document the solution used to scope and price the solution to be delivered under this Statement of Work.

1-1 Build Content



I-2 NG-Search

Northrop Grumman Search



Use searches and select items to add to Blackboard using the Northrop Grumman system and click the button to return back to Blackboard with the selections.

1-3 Details Page

Welcome My FCPS Classes Community eCART My FCPS Parent Parent Registration **Instructor View**

My Course Content eCART Resource Selected Content Edit Mode: ON





Selected Content

Confirm the details of the selected content and select the location and category to deploy the links

1 Location

Destination Folder: /content Browse

2 Link Information

Media	Serial Number	Title	Source	Last Updated	Info
	R002806	Angles of a system where	FCPS-OR	07/05/2012	
	R002809	Units of Measure	Learn 360	10/23/2011	

Displaying 1 to 2 of 2 items | Show All Edit Paging

3 Submit

Cancel Submit

The Destination Folder will default to the location in the course from where the user started the workflow. The user can change the Destination Folder by clicking the 'Browse' button and selecting the location

Control Panel

- Content
- Course Tools
- Evaluation
- Grade Center
- Users and Groups
- Customization
- Packages and Utilities
- Help

1-4 Content Deployed

Top Navigation: Welcome | My FCPS | Classes | Community | eCART | My FCPS Parent | Parent Registration | Instructor View

My Course | Content

Success: eCART Resource(s) added successfully

Content

Build Content | Assessments | Tools | Publisher Content

My Course

Announcements

Course Information

Content

Assignments

Discussion Boards

Tools

Control Panel

- Content
- Course Tools
- Evaluation
- Grade Center
- Users and Groups
- Customization
- Packages and Utilities
- Help

Bb Assignment 1
Bb Assignment

Angles are everywhere
Angles explanation, examples, practice problems, and worksheet

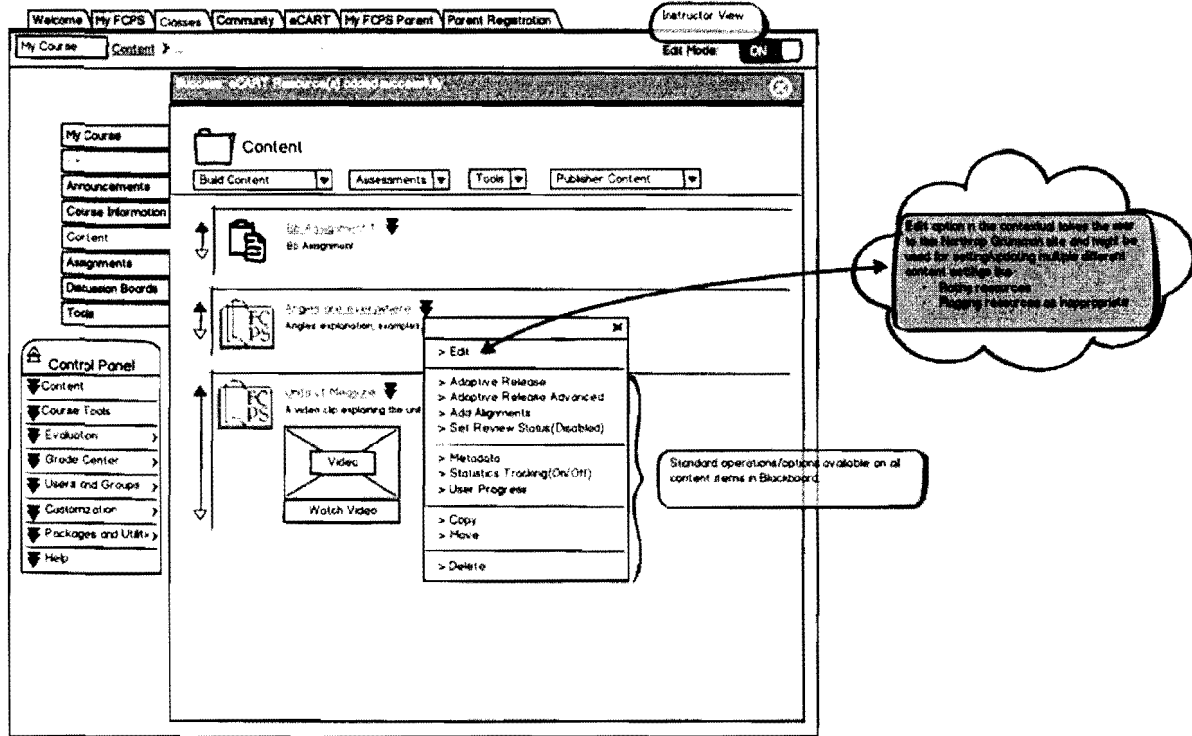
Units of Measure
A video clip explaining the units of measure

Video
Watch Video

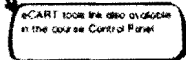
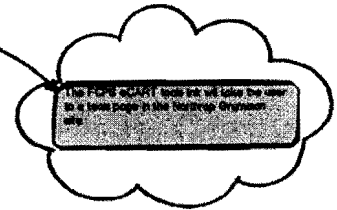
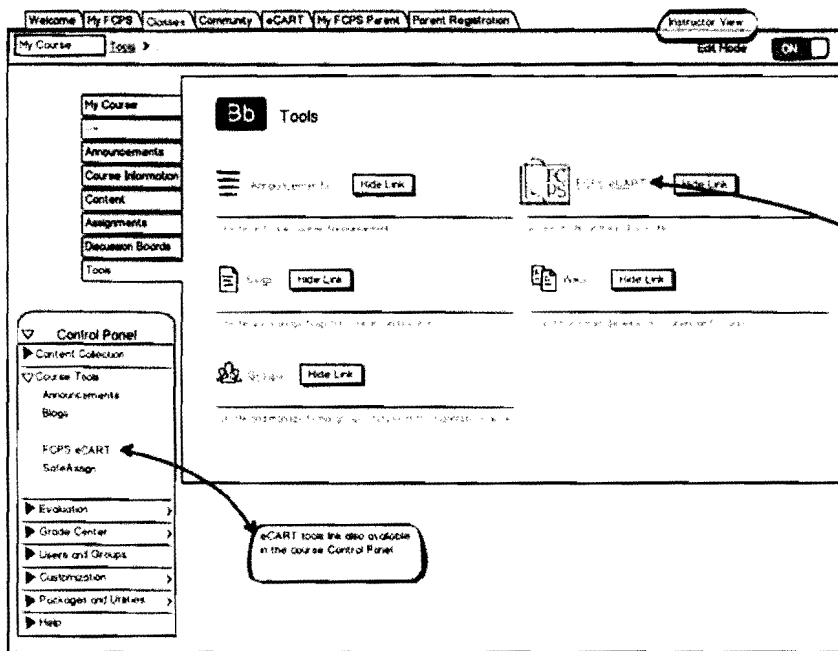
eCART Resources added with other content in the Bb content area

Instructors have the ability to move these links to other content areas

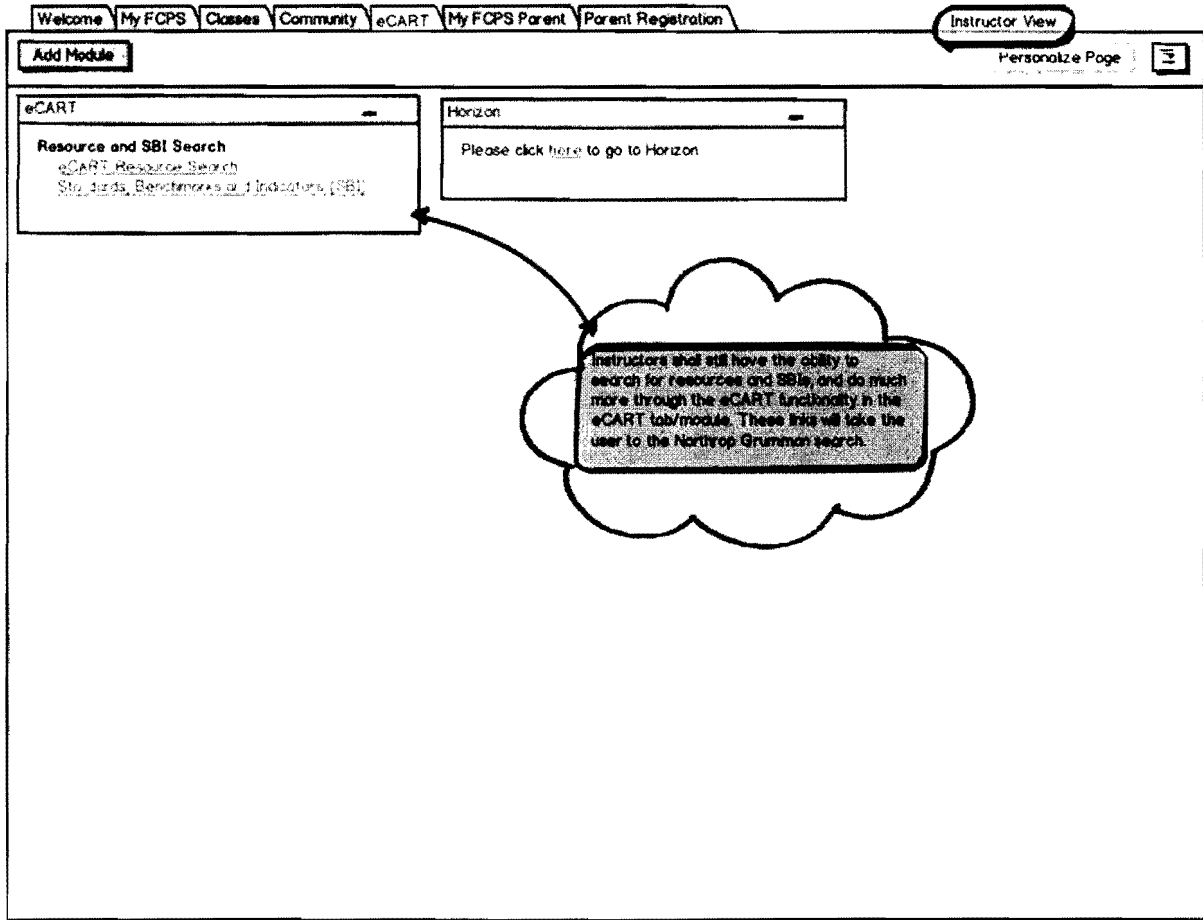
I-5 Content Deployed Drop-Down Menu



2-1 Bb Tools Page

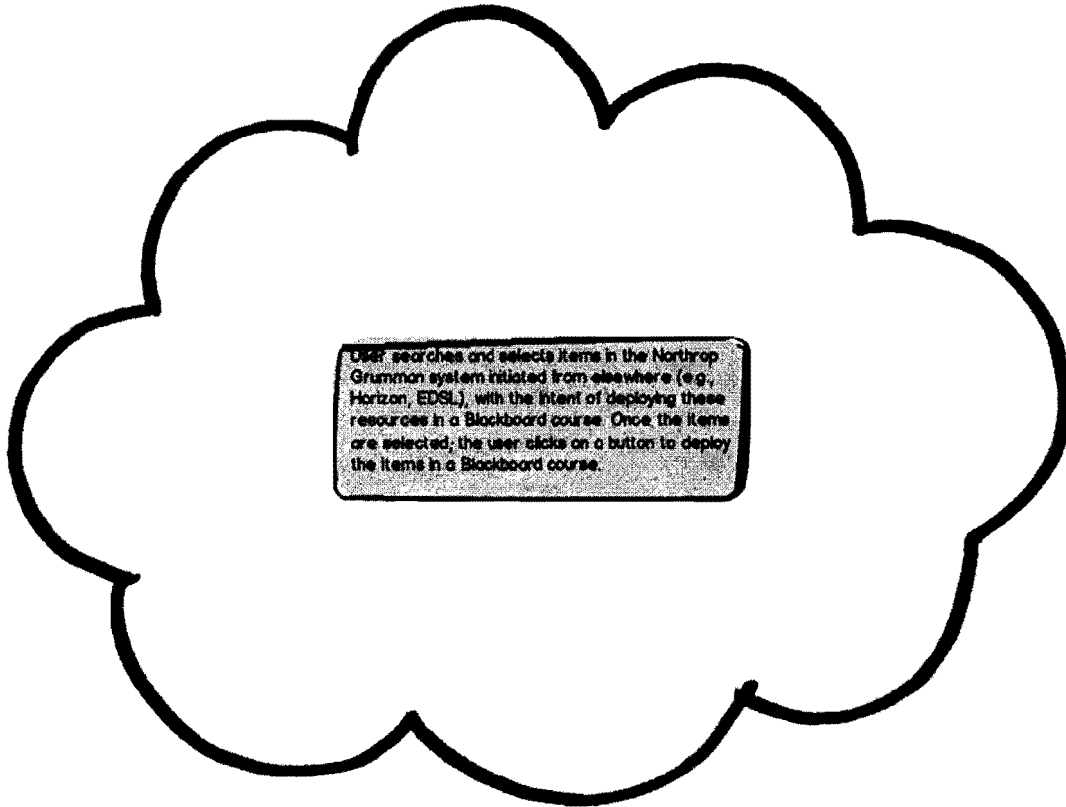


3-1 eCART Module



3-2 NG Search

Northrop Grumman Search



3-3 eCART Module Details Page

Welcome My ECPS Classes Community eCART My ECPS Parent Parent Registration Instructor View

My Course Content eCART Resource Selected Content Edit Mode: ON

My Course

- My Course
- Announcements
- Course Information
- Content
- Assignments
- Discussion Boards
- Tools

Control Panel

- Content
- Course Tools
- Evaluation
- Grade Center
- Users and Groups
- Customization
- Packages and Utilities
- Help

Selected Content

Confirm the details of the selected content and select the location and category to deploy the links

1. Location

Destination Course:

Destination Folder: Browse

2. Link Information

Media	Serial Number	Title	Source	Last Updated	Info
	R0028D6	Angles and Complements	FCPS-OR	07/05/2012	
	R0028D9	Units of Measure	Learn 360	10/23/2011	

Deploying 1 to 2 of 2 items Show All Edit Paging

3. Submit

Cancel Submit

When the user starts the search and add workflow from the module in the eCART tab or from an external system into Blackboard, the user will be prompted to select both the destination course and the destination folder where the selected resources should be deployed.

On clicking the "Submit" button the user is taken back to the location where the workflow was started and the selected content is deployed to the course

On clicking the "Cancel" button the user is taken back to the location where the workflow was started, without any content being deployed to the course

3-4 eCART Module Content Deployed

[Welcome](#)
[My FCPS](#)
[Classes](#)
[Community](#)
[eCART](#)
[My FCPS Parent](#)
[Parent Registration](#)

[My Course](#)
[Content](#)

[Instructor View](#)
[Edit Mode: ON](#)

Success: eCART Resource(s) added successfully.

Content

[Build Content](#)
[Assessments](#)
[Tools](#)
[Publisher Content](#)

My Course
 ...
 Announcements
 Course Information
 Content
 Assignments
 Discussion Boards
 Tools

Control Panel
 Content
 Course Tools
 Evaluation
 Grade Center
 Users and Groups
 Customization
 Packages and Utilities
 Help

Bb Assignment 1
 Bb Assignment

Angles are everywhere
 Angles explanation, examples, practice problems, and worksheet.

Units of Measure
 A video clip explaining the units of measure

Video
 Watch Video

eCART Resources added with other content in the Bb content area

Instructors have the ability to move these links to other content areas

APPENDIX B INTEGRATION AND CUSTOMIZATION (ICM)

1 OVERVIEW

Blackboard Consulting offers an annual subscription-based maintenance program for each consulting project involving the integration or customization of the Blackboard Academic Suite software.

The Integration Customization Maintenance ("ICM") service provides Customers with Blackboard Consulting assistance, for named consulting projects, to support planned Blackboard upgrades or ad-hoc Customer questions.

2 ASSUMPTIONS

ICM covers Blackboard-implemented solutions per the original scope of the project, or the scope as modified by an approved change request. This service will be delivered in accordance with the complete ICM support guidelines as outlined in the ICM Support Guide located here:

<https://behind.blackboard.com/s/sysadminas/refcenter/docs/details/Bb?DocumentID=3031&pid=100&rid=5755&dt=UD>

The following basic assumptions also apply to all ICM support agreements:

For all upgrades, Customers must have a comparable non-production environment installed with the customization. As Blackboard Consulting does not provide server hardware environments to replicate Customers' solutions for development, ICM will need access to the Customer's non-production environment to test and validate any required changes prior to deployment in the production environment;

Customer will notify ICM four (4) weeks prior to any upgrade with upgrade plans using the normal support channels in coordination with the FCPS complex hosting manager;

All software developed and provided to the Customer by Blackboard Consulting is maintained solely by Blackboard.

ICM covers support related to planned minor releases from Blackboard such as application packs, service packs and hotfixes, as well as updates and upgrades to Blackboard Learn™.

Issue types not covered by ICM include (but are not limited to) the following:

Issues resulting from changes to the system architecture not recommended or initiated by Blackboard;

Issues resulting from changes to the Customer's external environments such as third party tools used for authentication, SIS systems etc.

Issues not listed above will be evaluated and mutually agreed by Blackboard and FCPS

3 Integration and Customization

3.1 **ICM Program.** If purchased by Customer, Blackboard may provide ICM Services as part of an annual maintenance program to support Customer's implementation, integration, and use of the Software licensed under this Schedule. All Software developed and provided to the Customer by Blackboard is maintained solely by Blackboard. ICM Services are to be provided in accordance with Blackboard's then-standard ICM policy.

3.2 **Nonexclusivity.** Customer acknowledges that it has no right of exclusivity as to any of the services that may be provided by Blackboard under this Agreement or this Schedule, and that Blackboard shall have the right to provide the same or similar services to third parties, and to use or otherwise exploit any Blackboard software in providing such services.

3.3 **Program Continuity.** If Customer purchases the ICM Services for the Initial paid term and then terminates then and Customer later desires to reinstate the ICM Services, or does not select the ICM Services for the Initial Term and Customer later desires to purchase the ICM Services, Customer shall enter into a time and materials agreement with Blackboard to certify and update if necessary, the covered solution prior to reinstating ICM Services at a mutually agreed annual rate.

4 TERM AND TERMINATION

4.1 **Term.** This ICM shall commence upon deployment of the accepted customization into Customer's Blackboard Production environment and shall continue in effect for a period of one (1) year (the "Initial Term") unless earlier terminated, and shall renew automatically for successive one (1) year periods (each, a "Renewal Term"), unless either party provides written notice to the other party of its intention not to renew the ICM at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term. For convenience, the Initial Term and Renewal Term may sometimes be referred to collectively as the "Term." Any renewals shall be at an annual rate mutually agreed by Blackboard and FCPS.

4.2 **Termination for Cause.** Notwithstanding the perpetual nature of the license granted to Customer for use of the Solution, either party may terminate the ICM immediately upon written notice to the other party, if the other party fails to perform any of its obligations under this Statement of Work and the Agreement and fails to remedy such breach within thirty (30) days after receipt of such written notice.

4.3 **Effect of Termination.** In the event of termination of the Agreement, this Statement of Work or the licenses granted hereunder for any reason, Blackboard shall immediately cease providing any ICM Services purchased by Customer. In addition to those provisions which survive termination as set forth in the Professional Services Agreement, the provisions of Sections 3.2, 3.3, and 4.3 of this Appendix shall survive the termination of this Agreement or the licenses granted hereunder.